

Hearing Date and Time: September 23, 2011 at 10:00 a.m. (EDT)

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re: Chapter 11

CLUB VENTURES INVESTMENTS LLC, et al., Case No.: 11-10891 (ALG)
Debtors. Jointly Administered

**LIMITED OBJECTION OF LANDLORD TTMC AS NOMINEE 50
WEST 23RD STREET A LLC AND 50 WEST 23RD STREET B LLC TO
CONFIRMATION OF DEBTORS' JOINT PLAN OF REORGANIZATION
AND RELATED ASSUMPTION OF UNEXPIRED LEASE**

**TO THE HONORABLE ALLAN L. GROPPER,
UNITED STATES BANKRUPTCY JUDGE:**

Landlord TTMC as nominee 50 West 23rd Street A LLC and 50 West 23rd Street B LLC (“TTMC”), by and through its attorneys Goldberg Weprin Finkel Goldstein LLP, as and for its limited objection (“Limited Objection”) to the confirmation of the joint plan of reorganization filed by Club Ventures Investments LLC and certain of its subsidiaries (collectively, the “Debtors”) and related assumption of unexpired lease, respectfully states and alleges as follows:

1. On March 2, 2011 (“Petition Date”), the Debtors filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”).

Thereafter, the Debtors have continued to operate their business and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. No trustee or examiner has been appointed in the Debtors' bankruptcy cases. On March 18, 2011, the Office of the United States Trustee for the Southern District of New York appointed the Official Committee of Unsecured Creditors in these Chapter 11 cases.

3. As of Petition Date, debtor Club Ventures VI, LLC ("Club Ventures VI") (Bankr. S.D.N.Y. Case No. 10901-ALG) was a party as tenant to a certain lease agreement dated November, 2006 (the "Lease") for premises located at 50 West 23rd Street, New York, New York (the "Premises"). The original landlord under the Lease was Matana LLC. TTMC is the successor to Matana LLC and has been managing the Premises and collecting rents under the Lease from Club Ventures VI.

4. On June 10, 2011, TTMC filed proofs of claim against the Debtors for the sum of \$106,148.35 representing pre-petition rent and related charges due and owed to TTMC by the Debtors. Copies of the filed TTMC proofs of claim are annexed hereto as Exhibit "A".¹

5. On June 29, 2011, the Debtors filed a joint plan of reorganization together with a disclosure statement. On August 1, 2011, the Debtors filed an amended joint plan of reorganization [ECF Docket No. 133] (the "Plan") and an amended disclosure statement [ECF Docket No. 134] (the "Disclosure Statement"). The Plan and Disclosure Statement provide that unexpired leases will be assumed upon Court's confirmation of the Plan unless the particular lease has been previously rejected or is subject to a rejection motion pending at time of the confirmation hearing. More specifically, the Disclosure Statement provided a list of unexpired

¹ Out of abundance of caution, TTMC filed two separate proofs of claim. One proof of claim was filed against Club Ventures Investments LLC (Bankr. S.D.N.Y. Case No. 11-10891-ALG) (Claims Register No. 48) and the other was filed against Club Ventures VI, LLC (Bankr. S.D.N.Y. Case No. 11-10901-ALG) (Claims Register No. 3). Both proofs of claim are included as part of the annexed Exhibit "A".

leases the Debtors anticipate assuming. See Disclosure Statement, Exhibit “K-1”. The Lease is one of the leases Debtors anticipate assuming. However, the Debtors set the proposed cure amount for the Lease in the amount of \$104,100.46 (“Proposed Cure Amount”) and identify Matana LLC rather than TTMC as the counterparty to the Lease. On August 12, 2011, the Debtors filed a Notice of Assumption or Rejection of Executory Contracts and Unexpired Lease under the Debtors’ Plan of Reorganization and Deadline to File Objections Thereto [ECF Docket No. 145] (“Assumption/Rejection Notice”) which likewise reflects that Debtors are seeking to assume the Lease.²

6. The Debtors’ Proposed Cure Amount is incorrect as the total amount due and owing by the Debtors to TTMC under the Lease is \$106,148.35 (“Actual Cure Amount”). The Actual Cure Amount is primarily based upon unpaid pre-petition base rent as itemized in the detail statement filed as part of the proof of claim and annexed hereto as part of Exhibit “A” for the Court’s ready reference.³ Further, so that the record is clear, TTMC as successor to the original landlord, should be indicated as the counterparty to the Lease.

7. Accordingly, TTMC objects to confirmation of the Plan and the assumption of the Lease thereunder without correction of the name of the counterparty to the Lease and full payment of the entire Actual Cure Amount of \$106,148.35 as well as any other post-petition obligations that remain unpaid as of the confirmation hearing.

² The filed Assumption/Rejection Notice did not contain Exhibit “A” and “B” referenced therein. However, counsel for TTMC requested and received those exhibits from Debtors’ counsel and the exhibits confirm that Debtors are assuming the Lease. A copy of the Assumption/Rejection Notice together with the exhibits received from Debtors’ counsel is annexed hereto as Exhibit “B”.

³ In fact, TTMC noted the correct amount of pre-petition lease arrears of \$106,148.35 early on in this case when it sent the Debtors’ counsel a letter seeking payment of post-petition rent on March 7, 2011.

WHEREFORE, TTMC respectfully requests that the Court order the Debtors to pay the Actual Cure Amount and correct the counterparty name as set forth herein with respect to the Lease and grant TTMC such other and further relief as this Court deems just and proper under the circumstances.

Dated: New York, New York
September 12, 2011

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All Other Parties-in-Interest (via ECF)